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AGREEMENT

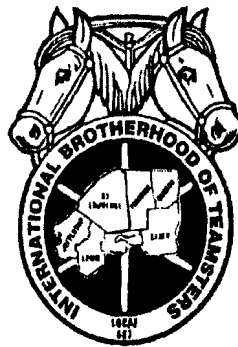
Between

ST. LAWRENCE CENTRAL SCHOOL



and

TEAMSTERS LOCAL UNION 687



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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2006 - June 30, 2010

6271

Table of Contents

Page			
Preamble	1		
Article	1	Recognition and Scope	1
Article	2	Savings and Separability Clause	1
Article	3	Union Security	2-3
Article	4	Inspection Privileges	3
Article	5	Bulletin Boards	3
Article	6	Military Service	3
Article	7	Seniority	4-7
Article	8	Stewards	7-8
Article	9	Arbitration and Grievance Procedure	8-9
Article	10	Disciplinary Action	9-10
Article	11	Examinations	11
Article	12	Mutual Interest	11
Article	13	Declaration of Pledge of No Strike Policy	12
Article	14	Working Rules	12
Article	15	Maintenance of Standards	12
Article	16	Extra-Contract Agreements	12
Article	17	Health and Welfare	13
Article	18	Pension and Retirement	13
Article	19	Leaves of Absence	14-15
Article	20	Personal Injury Benefits	15-16
Article	21	Personal Leave	16
Article	22	Holidays	17
Article	23	Vacations	17
Article	24	Non-Discrimination Clause	17-18
Article	25	Equipment, Accidents, and Reports	18
Article	26	Labor-Management Committee	19
Article	27	Overtime	19
Article	28	Provisions Requiring Legislative Action	20
Article	29	Longevity	23
Article	30	Duration of Agreement	24
Schedule		A: Bus Drivers	25-28
Schedule		A-1: Mechanics	28
Schedule		B: Custodial/Maintenance/Grounds	v
Schedule		C: Cafeteria	vi
Schedule		D: Cleaners	ix
Schedule		E: Teacher Aides	ix
Attachment		Vacation Request Form for 12-month employees	x

Agreement between
The St. Lawrence Central School District
and Teamsters Local Union 687

PREAMBLE

This Agreement is made this **18th** day of January **2008** by and between the St. Lawrence Central School District (hereinafter called the Employer') and the Teamsters Local Union 687 (hereinafter called the "Union"), is made in order to specify the agreed upon terms and condition of employment and to promote the mutual interests of the parties and show their respect for each other.

ARTICLE 1 - RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representative of its employees in work classifications (Bus Driver, Bus Monitor, Head Mechanic, Mechanic, Custodial Worker, Head Maintenance Worker, Building Maintenance Worker, Shower Room Monitor, Cook/Manager, Cook/Food Service Helper, Lunch Room Monitor, Dishwasher, Cleaner, Teacher Aide) covered by this Agreement for the purpose of collective bargaining and in compliance with the Public Employees' Fair Employment Act provided that the Union meets all qualifications as outlined in Section 204, Article 14, of the Civil Service law, as adopted by the Board of Education November 8, 1967 (Section 104, Board of Education Bylaws).

Head Mechanic, Head Maintenance Worker and Cook/Manager are not subject to seniority provision with regard to filling of these vacancies. If employees hold dual seniority in these classifications, one seniority will not affect the other.

ARTICLE 2 - SAVINGS AND SEPARABILITY CLAUSE

If any Article or Section of this Agreement, or any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event any Article or Section is held invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 3 - UNION SECURITY

- 3.1 The Union agrees to represent all the employees in the bargaining unit whether or not they are members of the Union.

The Employer agrees to make payroll deductions when properly authorized by the employee and shall remit same to the Union no later than the end of the month in which deductions were made.

The Union shall notify the Board of Education, in writing, to whom the deductions shall be paid.

- 3.2 When the Employer needs additional regular personnel, the Union shall be given equal opportunity with all sources to provide suitable applicants. However, the hiring of all employees shall be the sole responsibility of the Board of Education.
- 3.3 A new employee may be discharged or disciplined at the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures, for the first forty-five (45) working days.

All procedures must be in compliance with Civil Service regulations, where applicable.

No provisions of the Article shall apply in any state to the extent that it may be prohibited by State Law. If under applicable State Law, additional requirements must be met before any such provision may become effective, such additional requirements shall be met first.

- 3.4 Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local Union, as they see fit. Neither party shall exert any pressure on, or discriminate against, an employee as regards such matters.
- 3.5 Membership in the Local Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume a fair share of the obligation along with the grant of equal benefits in this Agreement.

- 3.6 Agency Fee - Effective July 1, 1981, the District shall deduct from the wage or salary of employees in the bargaining unit of the Teamster Local Union No. 687 who are not members of the Union the amount equivalent to the dues levied by the Union and shall transmit the sum so deducted to the Union in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Union affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Union maintains such procedure. The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off.

ARTICLE 4 - INSPECTION PRIVILEGES

Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 5 - BULLETIN BOARDS

The Employer agrees to provide a bulletin board in the transportation department, in the cafeteria area in each school, in the custodial department in each school and in the teachers' aide lounge, and to permit the Union to post notices and other material pertaining to the official business of the Union.

ARTICLE 6 - MILITARY SERVICE

- 6.1 Employees enlisting or entering the military or naval service of the United States shall be entitled to such reinstatement rights as may be prescribed by law in effect at the time such persons made application for re-employment, provided the following requirements are met:
- a. Has not been dishonorably discharged;
 - b. Is physically able to do the work;
 - c. Reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge for not more than (1) year.
- 6.2 Upon re-employment, a veteran shall be accorded full seniority; however, a veteran, upon re-employment, shall resume employment at a no higher place in any training program or job progression program than that occupied when he/she left to enter service regardless of credited seniority, and he/she shall be paid

strictly in accordance with the established pay schedule for the training program or job progression program.

ARTICLE 7 - SENIORITY

- 7.1 Seniority shall be by department. Departmental seniority rights of employees shall prevail, subject to the conditions of this Article. Seniority for any bargaining unit employee shall start with the employee's first day of work subject to approval of the Board of Education. Board of Educational approval shall not be delayed beyond the second regular meeting of the Board of Education after the starting date of the employee in question. This procedure shall apply to any employee who is employed on a regular basis regardless of the number of hours worked per day.

All newly hired employees shall be considered probationary for the first forty-five (45) working days of employment except as outlined in 7.6 and shall not have recourse to the grievance procedure for this period. It is understood that the Employer shall not use any subterfuge to prevent a new employee from gaining seniority under this provision.

In case of disciplinary action within the probationary period, the Employer shall notify the employee and Union Steward in writing of the reasons and action taken.

- 7.2 In case of layoff due to lack of work, employees shall be laid off in reverse order of department seniority, provided the senior employee is qualified to replace the laid off employee. However, if the impacted employee has previously worked in another unit job title and has sufficient overall seniority, he/she may retreat to the previous job title and bump a less senior unit member.

Departmental seniority shall prevail at all times and only in the event of a layoff shall bumping be permitted and then only if the senior employee is qualified to replace the younger seniority employee in that department.

Call back of laid off employees shall be in order of department seniority. An employee to be considered available must be able to be contacted by phone unless other arrangements have been previously made between the employee and Employer.

At the option of the laid-off employee, his/her name will be placed on the District's substitute list (s) for laid-off job title.

- 7.3 The Employer shall furnish the Union a seniority list, upon the request of the Union, at the start of each school year. The Head Steward shall be notified within four (4) work days, in writing, of any vacancy or newly hired employees.

7.4 Bidding procedures - For all vacancies occurring or newly created job openings, except for Building Maintenance Works (outlined in Scheduled F). Teacher Aide vacancies which occur after the start of the school year (outlined in schedule E, E.3) and the filling of temporary positions (outlined in 7.6), the Employer shall:

- a. Post a notice of such vacancies or openings within one (1) week, including a full description of position, starting time and other pertinent information on such bulletin boards as are necessary to inform all employees;

Such bidding procedure will be followed in all instances except for "round robin" bidding done with the agreement of the Head Steward and except for Teacher Aide bidding, which will be done in the following manner:

1. Prior to the bidding process itself, the Superintendent will make known to the Teacher Aides all bid positions available, both positions from the previous school year as well as any new vacancies;

2. The Superintendent will make known pertinent information regarding assignment, student needs, if applicable, and any concerns present which may impact the bidding process;

3. The bidding will proceed on a seniority basis, but not through a round robin; each teacher aide will meet with the Superintendent or an administrator designated by the Superintendent and a union representative to discuss the available openings and place his/her bid;

4. The Superintendent will review the bids and will inform the unit if any further assignment adjustments are necessary upon notification and discussion with the Head Steward and the Steward for the Teachers Aides;

5. Upon finalization of such bids, the Teacher Aide will retain a given position for the duration of the school year; however, should difficulties arise during the year or should the situation warrant further changes in placement, the Superintendent will have the discretion to make changes with prior notification to, and discussion with, the Head Steward and the Steward for the Teacher Aides;

6. This procedure for the Teacher Aide bidding will be on trial basis for the duration of this Agreement.

- b. Keep such notice posted for one (1) week.

- c. The bidding poster shall be taken down at the conclusion of the posting period and awarded by the Employer representative to the most senior bidder within one (1) week after the next regularly scheduled Board meeting. There shall be a mutual agreement between the Employer and Department Steward on any extenuating

circumstances which might delay or prevent award of the bid. The award shall be effective at the start of the next regularly scheduled work week. If no employee bids, the Employer may fill the vacancy.

A trial qualifying period of fifteen (15) work days shall be allowed. In the event a successful bidder does not qualify, he/she shall be allowed to return to his/her former position. In the event of a District-filled vacancy, Article 7.1 would then apply for the qualifying period.

d. Employees who are awarded a bid shall be prohibited from bidding for a six month period, unless for a higher paying position.

7.5 Qualifications - The District shall have the right to determine qualifications for purposes of Article 7.1 (newly hired employees), 7.2 (bumping), and 7.4 (bidding). Any dispute concerning employee qualifications under 7.2 and 7.4 shall be subject to the grievance procedure. However, an arbitrator shall be limited to the question, 'Did the District use fair and impartial standards in determining the employee's qualifications?'

7.6 When it appears that a vacancy is of an incidental or temporary nature the District may delay posting for up to six (6) weeks of the occurrence of the vacancy. The Head Steward will be made aware of the incidental or temporary filling of any vacancy as soon as possible. Any further delays in posting will be subject to the agreement of the Head Steward.

If posting is delayed in the cases of incidental or temporary nature vacancies, for more than the six (6) weeks, the temporary employee will, at the start of the seventh week, begin to receive the base rate of pay for that position as well as all other fringe benefits, except health insurance, and upon permanent appointment and Board approval, regular language regarding benefits will apply.

If a temporary employee has worked at least six (6) consecutive weeks in a given job title and is subsequently appointed to the job title on a permanent basis, that employee will be paid the base rate for that position retroactive to the first day of temporary appointment; also fifteen (15) working days of the temporary period will be included within the forty-five (45) working day probation.

7.7 All extra or overtime work shall be granted in line with departmental seniority, but all work shall be covered by junior employees unless mutually agreed otherwise by the Department Steward and the Employer. Overtime posting by the District shall be by current employee classification. Should no one from the classification bid for such posting, the posting shall be open to any unit member qualified to perform the overtime work. Qualifications to perform the overtime work shall be determined by the District, subject to Article 9 of this Agreement.

The above shall be in effect unless there are extenuating circumstances existing. Among these extenuating circumstances would be those:

- a. Caused by emergencies;
- b. Situations whereby the senior member could not be reached; and
- c. Delays in bus trips brought about by the postponement of an event, and the like.

(In case of delays in bus trips, i.e., c, above, brought about by the postponement of an event, the same driver originally assigned will make the postponed trip when it is rescheduled.)

7.8 a. Overall seniority. Overall seniority of any bargaining unit employee shall be broken only by:

1. A sustained discharge;
2. Voluntary quit;
3. Failure to return at the conclusion of an approved Leave of Absence;
4. Layoff period of three (3) years or more;
5. Effective 7/1/2000, retirement as defined under the New York State Retirement System.

b. Department Seniority. Employee transferring from one department to another and/or from one job title to another within a department will be placed at the bottom of that job title in which case transfer will be made in consideration of overall seniority in that job title.

Employees shall retain overall seniority for vacation benefits and other fringe benefits, if such are applicable.

ARTICLE 8 - STEWARDS

8.1 The Employer recognizes the right of the Union to designate a Steward for each of the five departments, plus one additional employee to be designated as Head Steward.

8.2 The authority of the Steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievance on accordance with the provisions of Article 9 of this Agreement;
- b. The transmission of such messages and information which shall originate with, and are authorized by, the Union, provided such messages and information

1. have been reduced to writing, or
 2. if not reduced to writing, are of routine nature and do not involve refusal to perform work assignments.
- 8.3 The Employer recognizes these limitations upon the authority of the Steward and shall not hold the Union liable for any unauthorized acts.
- 8.4 The Steward shall be the last employee to be laid off, and he/she shall not be discharged without notification of the Union representative.

ARTICLE 9 - ARBITRATION AND GRIEVANCE PROCEDURE

- 9.1 In the event that any difference or dispute should arise between the Employer and Union, or its members employed by the Employer, over the application and interpretation of the terms of this Agreement, there shall be no work slowdown or work stoppage. An earnest effort shall be made to settle such differences immediately and in the following manner.

Step 1: A grievance must be commenced within five (5) working days of the occurrence or awareness of the occurrence which gave rise to the dispute through an informal discussion between the aggrieved employee, with or without the Steward, and the immediate supervisor. If no satisfactory agreement is reached within five (5) working days from such informal discussion, the grievance may proceed to Step 2.

Step 2: A written statement of the difference or dispute must be filed within ten (10) working days of the occurrence or awareness of the incident giving rise to the dispute by the Head Steward to the immediate Supervisor. A meeting between the Supervisor and the Head Steward, with or without the grievant, will be held within five (5) working days of the presentation of the written grievance. Within five (5) working days of such meeting, the Supervisor will issue an official written response to the Head Steward with a copy to the grievant. If the response is not satisfactory, then the grievance may proceed to Step 3.

Step 3: Written notice will be sent to the Superintendent within five (5) working days of Step 2 response. Within five (5) working days of receipt of the notice, a meeting will be held and the grievance presented to the Superintendent. The Superintendent will have five (5) working days to issue a written response. If the response is not satisfactory, then the grievance may proceed to Step 4.

Step 4: Within five (5) working days of the Superintendent's response, written notice shall be sent to the Superintendent of the desire to present the grievance to the Board of Education. The Superintendent will arrange the meeting between the Union

and the Board no later than the next scheduled Board meeting, provided there is notice of at least five (5) working days to the Board.

The Superintendent will notify the Business Agent of the scheduled meeting with a copy to the Head Steward. The Board of Education will provide a written response within five (5) working days of the Board hearing. If no satisfactory agreement is reached, then the grievance may proceed to Step 5.

Step 5: Within five (5) working days of the Board's response, written notice will be sent to the Superintendent requesting the Panel Hearing. The Union and the Employer will mutually arrange the date and time of the panel hearing. The grievance shall be submitted to a four (4) member panel composed of two (2) Union representatives and two (2) employer representatives for determination. This panel will hold a hearing within one (1) month and make a decision as to whether a violation of the contract occurred. The committee shall have no power to add to, subtract from, or modify any terms of this Agreement. A simple majority decision shall be final and binding on both parties. If the panel determines that a violation of the contract occurred, the panel will have the authority to stipulate the remedy. If there is no majority decision on the remedy, the issue of the remedy may proceed to arbitration for settlement. In the event there is no majority decision reached at Step 5 regarding whether or not a violation of the contract occurred, the grievance may proceed to Step 6.

Step 6: Arbitration - If any grievance or dispute cannot be satisfactorily settled, the grievance shall be submitted by either party to the New York State Mediation Board within twenty (20) working days with notice to either party for final and binding decision. In the event the losing party fails to abide by the arbitrator's decision, or either party refuses to submit to the arbitrator's jurisdiction, the other party shall have the right to take all legal recourse immediately.

ARTICLE 10 - DISCIPLINARY ACTION

- 10.1 The Employer shall not discharge or suspend any non-probationary employee (Article 7.1) without just cause. In all cases involving discharge or suspension of any employee, the Employer must immediately notify the employee in writing of his/her discharge or suspension and the reason therefor. Such written notice shall also be given to the Steward and a copy sent by Registered Mail to the Union representative as soon as reasonably possible, but no later than one (1) week from the time of the discharge or suspension.
- 10.2 Any employee discharged must be paid in full for all wages owed him/her by the Employer, including earned vacation pay, if any, not later than the next regular pay day for the payroll period involved; provided the Board of Education has approved payment.

10.3 Notice of appeal from discharge or suspension must be made to the Employer in writing within nine (9) days from the date of discharge or suspension.

10.4 Should it be proved that an injustice had been done a discharged or suspended employee, that employee shall be fully reinstated in his/her position and compensated at his/her usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance procedure as set forth in this Agreement.

10.5 Employees in safety-sensitive position shall comply with the terms of the Board-approved drug and alcohol testing policy. Employees who have been found to have violated the prohibited conduct under such a policy are subject to the following:

a. Any employee who violates the policy will be immediately suspended from his/her safety-sensitive function without pay;

b. If the violation is for illegal use of drugs and after a review of all pertinent facts leading to the suspension, the employee will be terminated;

c. If the violation is for alcohol for which the measured concentration is .04 or greater, and after a review of all the pertinent facts leading to the suspension, the employee will be terminated;

d. If the violation is for alcohol for which the measured concentration is .02 or greater but less than .04, as the result of a post-accident test or a random test conducted in the afternoon, and after a review of all pertinent facts leading to the suspension, the employee will be terminated;

e. If the violation is for alcohol for which the measure concentration is .02 or greater but less than .04 as a result of a reasonable suspicion test or a random test conducted in the morning, and after a review of all pertinent facts leading to the suspension, the following will apply: for the first such offence, the employee will be suspended for five (5) working days, of which at least three (3) days will be without pay (the employee may elect to use accrued leave time to be paid for up to two (2) days), and a letter will be put in the employee's file indicating that any subsequent violation of this policy will, after a review of all pertinent facts, result in employee's termination;

f. If an employee refuses to submit to a post-accident test, a reasonable suspicion test, a random test or a follow-up test, as defined by the Board policy, the employee will be terminated.

If, upon review of the facts in any of the above situations, it is determined that the employee was not in violation of the policy, the employee will not be terminated and will be reimbursed for any lost pay or split sample testing expenses.

10.6 Unit members shall comply with the terms of applicable non-smoking laws and Board- approved policy. Employees who have been found to have violated the prohibited conduct under such laws or policy are subject to the following:

- a. The first such violation by an employee will result in a warning letter being placed in the employee's file (this letter will be removed from the employee's file eighteen months from its placement if there is no other recurrence of the behavior);
- b. The second such violation by an employee will result in a two-day suspension without pay and a warning letter being place in the employee's file;
- c. The third such violation by an employee will result in a one-week suspension without pay and a warning letter being placed in the employee's file;
- d. The fourth such violation by an employee may result in dismissal.

ARTICLE 11 - EXAMINATIONS

11.1 Whenever a physical, mental, or other examinations required by a government body or the Employer, the employee will be notified in writing, and such requirement shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations. The Employer shall furnish a doctor for the purpose of physical examination for custodial employees, cafeteria employees, mechanics, and bus drivers before opening of school in September each year. Employees shall be notified of date, time, and place. The initial examination must be conducted by the School Physician. In the event an employee has been absent due to serious illness or accident, the Board of Education may require a medical examination and approval before the employee returns to work.

11.2 The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. If the two physicians disagree, they shall agree mutually upon a third physician whose decision shall be final and binding. The expenses of the third physician shall be divided equally between the Employer and the Union.

11.3 In the event a school bus driver fails to qualify as prescribed by law and such employee is entitled to pension benefits within five years, but does not qualify for any type of retirement benefits, including disability insurance, at the time of disqualification, such employee shall be allowed to fill the first vacancy in any department if such vacancy exists within one year of the disqualification. The above is subject to the following limitations:

- a. The employee may not displace a regular employee;
- b. The employee must retire when first eligible;
- c. The employee must be qualified, as determined by the District, to fill the vacancy; and

- d. If the employee does not qualify for the position and/or wishes to bypass the first vacancy, the employee will have the opportunity to apply for the next vacancy.
- e. The employee shall serve a fifteen (15) day probationary period during which he/she may be discharged without recourse to the grievance procedure.

ARTICLE 12 - MUTUAL INTEREST

The Union, as well as the employee members thereof, shall agree that they will at all time further the interest of the Employer as fully as it be in their power to do so.

ARTICLE 13 - DECLARATION OF PLEDGE OF NO STRIKE POLICY

In compliance with the provisions of the Public Employee's Fair Employment Act and in consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employee, the Union does hereby affirm a policy that it does not assert the right to strike against the Employer, nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist, or participate in a strike.

ARTICLE 14 - WORKING RULES

14.1 All employees shall be issued a copy of the rules pertaining to their department there shall be immediate notification in writing by the applicable supervisor to the Steward and to the Union of all infractions of employer rules by employees.

14.2 The Employer shall provide copies of the current agreement to all bargaining unit employees.

14.3 No employee may leave the district premises during the scheduled work day without the express consent of the immediate supervisor.

14.4 Any employee who works at least a six (6) hour day shall be provided a thirty (30) minute duty free lunch.

ARTICLE 15 - MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in the individual operations relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the

Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of the Agreement if such an error is corrected within (90) days from the date of error.

ARTICLE 16 - EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of the Agreement. Any such agreement shall be null and void.

All letters of agreement, extra contract agreements, etc., to date, that have been entered into in the past, but not included in the successor contract, shall become null and void.

However, mutual agreements made between the Employer and the Union during the term of the existing agreement will be signed and become addendums to the existing agreement.

ARTICLE 17 - HEALTH AND WELFARE

17.1 The Board of Education will pay 100% for the individual health insurance plan and 90% of the family health insurance plan, except as specified in Schedules C and E. The health plan shall be the St. Lawrence-Lewis Counties School District Employees Medical Plan, as modified by Rider 5 (Prescription Drug Benefits) and by Rider 6 (Medical Benefits); provided, however, that the escalations referenced in Rider 5 shall be applied to unit members no more than two (2) times during the period of the 2006-2010 collective bargaining agreement. Further, the Employer shall not pay insurance premiums for employees who retire from the District unless the employee has been employed by the District for ten (10) consecutive years, prior to retirement.

Those employees, active or retired, who are eligible for Medicare will be reimbursed by the District for the Medicare premium, provided, however, that the District will not reimburse anyone who is eligible for such reimbursement from another carrier.

Health insurance coverage for new employees is effective on the first day of the month following their completion of a group enrollment card.

The District will not provide family or two-person health insurance coverage to any unit member whose spouse is eligible for, but elects not to enroll in, (100%) employer-paid health insurance, except that, in the event the spouse is eligible for individual coverage only, the district will provide 90% of the premium to cover any dependents of the unit member and spouse.

Effective July 1, 2003, any newly hired unit member who is regularly scheduled for fewer than (20) hours per week, with the exception of regular bus drivers who are scheduled for more than one trip per day, will not be eligible for District paid health insurance. Teacher Aide, Bus Monitor, Dishwasher positions which are less than twenty (20) may be created at the District's discretion; however, a newly created position in any other unit job title which is less than twenty (20) hours per week will be subject to the mutual agreement of the District and the Union, as to whether the position should include additional hours. This process shall be subject to Article 9 of this Agreement.

17.2 The parties will maintain participation in a flexible spending plan pursuant to IRS Section 125 regulations. Unit members may utilize this plan for premium payments, dependent care and un-reimbursed medical expenses.

17.3 Payroll deductions will be available to unit members for participation in tax-sheltered annuities (limited to a total of no more than 12 companies at a given time).

17.4 Safety glasses will be in applicable locations for use by employees, if required by the District.

ARTICLE 18 - PENSION AND RETIREMENT

The Employer agrees to the continue in effect the New York State Employees' Retirement System's 75.1 plan with options 41-J and 60-B and pay the cost as required by New York State Law.

ARTICLE 19 - LEAVE OF ABSENCE

19.1 Sick Leave - Sick leave will be cumulative at the rate of 1 1/2 days per month to a total of fifteen (15) days per year to a total of 200 days. Sick leave can only be used on a day or one-half day basis. Accrual/use of sick leave for part-time unit members (four (4) or fewer hours per day, or driving two (2) or fewer trips per day) shall be in half, rather than whole, work days.

a. These shall be used for personal illness up to a maximum time accumulated.

b. Further, it shall be available for illness in family, i.e., spouse, child, or parent, up to a maximum of ten (10) days per year. More than ten (10) days may be allowed by approval of the School Superintendent.

c. Employees upon retiring after ten (10) years of service with the Employer shall be allowed to turn in for one-third present value of all accumulated sick days over 100 days. Eligibility for this benefit is a one time option to be exercised by the employee.

- d. Employees upon retiring after twenty-five (25) years of service with the Employer shall be allowed to turn in for one-half present value of all accumulated sick days over 100 days. Eligibility for this benefit is a one time option to be exercised by the employee.
- e. At the beginning of each school year, the Employer shall furnish all employees an update of their sick leave accumulation.

19.2 Leave of Absence - Subject to the recommendation of the Superintendent and the approval of the Board of Education, a leave of absence may be granted to any full time employee upon request. The following conditions will exist:

- a. The leave is not to exceed one (1) year from the date of request;
- b. Employees may not use sick leave for this period;
- c. The employees will not be paid nor receive any District-provided benefits during this leave;
- d. Subject to mutual agreement of the employee and the District, an employee may return early from an approved leave of absence;
- e. All employees will return to their previous positions upon termination of the leave, unless through mutual agreement employee and Employer agree upon another position, subject to the grievance procedure in cases of disagreement.

19.3 Emergency Leave

- a. Employee must call Employer at least one (1) hour before regular starting time;
- b. Employer will be given choice of loss of one (1) day's pay for emergency leave, or one (1) day from vacation leave.

19.4 Bereavement Leave

- a. A maximum of three (3) days per year per death shall be granted to each employee for death in the employee's immediate family, i.e., spouse, parent or step-parent, parent or step-parent of a current spouse, child or step-child, brother, step-brother, half-brother, sister, step-sister, half-sister, brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, and daughter-in-law.

19.5 Family and Medical Leave Act (1993)

The district is required by this Act to provide up to twelve (12) weeks of unpaid job-protected leave, over a given 12 month period, to eligible employees for certain family and medical reasons. For purposes of this Act, a 12-month period is defined by the district as July 1st through June 30th. Employees are eligible if they have worked for a covered employer for at least one year, and are either full-time professional employees or have worked at least 1,250 hours over the 12-month period preceding the leave.

This leave will be granted for any of the following reasons: to care for the employee's child after birth, or placement for adoption or foster care; to care for the employee's spouse, son or daughter, or parent who has a serious health condition; for a serious health condition that makes the employee unable to perform the employee's job.

For the duration of FMLA-qualifying leave, health care coverage will be provided consistent with that provided prior to the commencement of the leave.

If the leave is foreseeable, the district may require up to 30 days notice; in case of emergency leave, it is the responsibility of the employee to complete the appropriate paperwork as soon as possible. Necessary forms, along with a copy of the employee's rights and responsibilities, may be obtained from the employee's supervisor.

ARTICLE 20 - PERSONAL INJURY BENEFITS

- 20.1 Whenever an employee is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of employment, he/she shall be paid full salary for the first fourteen (14) days of the absence without loss of sick leave.

After the first fourteen days, if a workers' compensation benefit has been established, the employee will receive the workers' compensation benefit directly from the compensation plan. At the employee's option, accrued sick leave can supplement the compensation payment up to 100% of regular gross wages and be charged to sick leave on a pro rata basis based upon the ratio of the District's daily payment divided by the employee's normal gross daily wages. These payments will continue as long as eligibility for the compensation benefit is established, or until available sick leave is expired.

If an Employee is out of work as a result of an on the job injury, the District shall pay for his/her health insurance for up to two years. Employees who are off work because a non-job related injury or sickness will be covered by hospitalization for up to one year.

20.2 New York State Disability Insurance shall be assumed by the Employer.

ARTICLE 21 - PERSONAL LEAVE

The Employer shall grant ten (10) month non-teaching employees of the St. Lawrence Central School three (3) days personal leave per year in addition to accumulated sick leave days without financial loss to the employee.

The Employer shall grant twelve (12) month non-teaching employees of the St. Lawrence Central School four (4) days personal leave per year in addition to accumulated sick leave days without financial loss to the employee.

Accrual/use of personal leave for part-time unit members (four (4) or fewer hours per day, or driving two (2) or fewer trips per day) shall be in half, rather than whole, work days.

Said personal leave shall not be available for one (1) day directly preceding or following a vacation or holiday or any normal workday for which the employee is not required to work.

Personal leave shall not be available to more than one (1) person in each department on any specific day. In custodial and cafeteria departments, two employees may take personal leave on the same day so long as they are not employed in the same school. The senior employee is to be given preference. At least 24 hours notice of leave is to be given to the immediate Supervisor for prior approval, except in emergencies.

Unused personal leave each year shall be added to the sick leave to enable the employees to accumulate 200 days more readily.

If the personal leave is requested and the employee changes his or her mind, ample warning must be given to the Supervisor.

Employees with ten (10) or more years of service may accumulate personal leave to a maximum of five (5) days.

ARTICLE 22 - HOLIDAYS

22.1 Designated holidays for twelve-month employees shall be New Year's and day before, Good Friday, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and following day, day before or after Christmas, President's Day. Any twelve-month employee who works on a designated holiday shall receive time and one-half (1 1/2) for all hours worked

in addition to regular holiday pay. Any twelve-month employee whose scheduled vacation day off falls on a holiday shall receive an extra day to be added to his/her vacation time.

- 22.2 Any non-twelve-month employee who works on a designated holiday shall receive time and one-half (1 1/2) for all hours worked on a holiday.
- 22.3 If a holiday falls on a weekend, the District will designate the holiday observance day.

ARTICLE 23 - VACATIONS

Accrual/use of vacation time for part-time unit members (four (4) or fewer hours per day, or driving two (2) or fewer trips per day) shall be in half, rather than whole, work days. Vacation with pay will be granted on a seniority basis, at the discretion of the department head, to all twelve-month employees according to the following schedule:

- a. Two (2) weeks after one (1) year's service;
- b. Three (3) weeks after five (5) year's service;
- c. After fifteen (15) years of service, eligible employees shall receive one (1) day additional vacation for each additional year's service after fifteen (15) years up to a maximum of five (5) days;
- d. Four (4) weeks after twenty (20) years of service.
- e. Employees will be paid in advance for vacation time, if requested in writing two (2) weeks in advance.

ARTICLE 24 - NON-DISCRIMINATION CLAUSE

- 24.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, national origin, age, marital status, military or veteran status, or handicapping condition, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, sexual orientation, national origin, age marital status, military or veteran status, or handicapping condition.
- 24.2 The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

24.3 Non-twelve month employees covered by this Agreement shall have the same rights, as established in this Agreement, during vacation periods and during periods between school terms that they have during times that school is in session. The services of these employees shall be continued for each term and into any period immediately following established and customary school vacations; provided that such employee has performed services for the District at the end of the previous term or immediately before a vacation period.

ARTICLE 25 - EQUIPMENT, ACCIDENTS, AND REPORTS

25.1 Defective Equipment

a. Employees not required to operate: No employee shall be compelled to operate equipment that is not reasonably mechanically sound and properly equipped to conform with all applicable town, state, and federal regulations.

b. Reports: Employees shall report immediately, or at the end of their shifts, all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. Such reports shall be made out on company time. The Employer shall not ask or require any employee to operate equipment that has been reported by any other employee as being in unsafe operating condition until same has been approved, in writing, as being safe by the mechanical department or a qualified representative of the Employer.

25.2 Accidents

a. Reports: Any employee involved in any accidents shall immediately report to the Employer said accident and any physical injury sustained. When required by the Employer, the employee, before going off duty and before starting his/her next shift, shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to the accident. Such reports shall be made out on company time, not to exceed one-half (1/2) hour, unless Employer requires the employee to spend more time. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

ARTICLE 26 - LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee composed of the Head Steward, five (5) Department Stewards and five (5) Employer representatives shall meet quarterly at a mutually agreed time and place to discuss and make recommendations that:

- a. Will further good relations between parties.
- b. Will eliminate or alleviate various problems that arise from time to time.

- c. Will further safety in all areas.
- d. Will establish a line of communication between the parties for the benefit of all.

Prior to convening the meeting, the Chief Steward and the School Administrator or his/her representative shall establish the Committee agenda by forwarding to the other party agenda items ten (10) days in advance of the scheduled meeting.

ARTICLE 27 - OVERTIME

27.1 All overtime work to be paid for at the rate of time and one-half (1 1/2) over forty(40)hours per week; or if mutually agreed upon, the employee shall be given one and one-half (1 1/2) hours off for every hour of overtime worked. If a unit member is required to work more than a regularly schedule eight (8) hour day, that unit member will not be required to accept compensatory time at the straight time rate during the same forty hour work week.

27.2 Should a bargaining unit member perform Dispatcher duties for the District, such work will be compensated at an hourly rate equal to that of the bus monitor position.

To be entitled to health insurance, the unit member must work a total of twenty (20) or more hours per week on a regular basis either in the capacity of dispatcher or in combination with another classification. Seniority provisions are not applicable to Dispatcher duties and appointment to such duties will be at the discretion of the District.

27.3 Any employee who has completed his/her regular shift and is recalled to work will be paid a minimum of two (2) hour's pay.

27.4 Holiday time will be considered time worked for overtime purposes.

ARTICLE 28 - PROVISIONS REQUIRING LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds **therefor**, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 29 – LONGEVITY

The following longevity schedule will be based on 2080 hours for all classifications:

<u>Upon completion of the following years of service</u>	<u>Hourly Rate Increase</u>
5	\$.15
10	\$.25
15	\$.35
20	\$.45
25	\$.55
30	\$.65

Longevity payments will be annual additions to salary which will not be subject to future salary percentage increases; however the amount of the longevity payment will be considered part of the employee's salary for the purpose of hourly rate determination. Years of longevity will be calculated as of July 1 of a given year to determine the longevity payment for the following year.

Such longevity will be added to the employee's hourly rate consistent with either ten (10) month or twelve (12) month employee status, but based on 2080 hour calculation, i.e., longevity for 15- years of service would be \$ 728.00 added to the 12-month employee hourly rate and \$ 728.00 added to the 10-month hourly rate.

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ARTICLE 30 - DURATION OF AGREEMENT

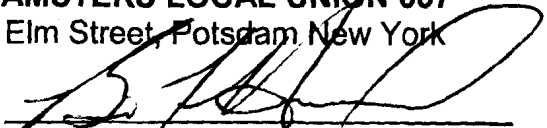
This Agreement and the following salary increases shall become effective July 1, 2006, and shall continue in effect through June 30, 2010: 2006-2007 - 3.75%; 2007-2008 - 5%; 2008-2009- 5%, 2009-2010 - 5%. Pay increase for any extra bus runs or extra hours worked that are claimed on time sheets will take effect upon ratification of the contract. Further, all other negotiated language changes to the 2003-2006 agreement, unless specifically noted otherwise, shall take effect only upon ratification of this Agreement by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18 day of January 2008.

TEAMSTERS LOCAL UNION 687

14 Elm Street, Potsdam New York

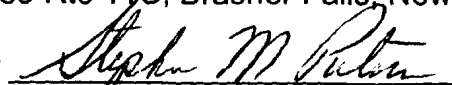
By


Brian K. Hammond, Business Agent


ST. LAWRENCE CENTRAL SCHOOL

1039 Rte 11C, Brasher Falls, New York

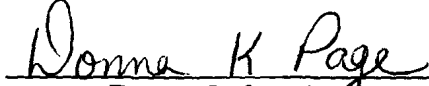
By


Stephen Putman
District Superintendent

By


Kevin Munson, Head Steward


By


Donna Page, Cafeteria Steward

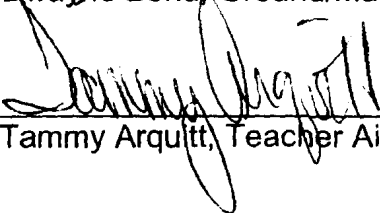
By


Dale Bond, Cleaner Steward

By


Dwayne Bond, Ground/Maint. Steward

By


Tammy Arquitt, Teacher Aide Steward

SCHEDULE A: BUS DRIVERS

Section A

- (1) All bus drivers shall start the new school year on the same run as in the past school year; then after the school has operated for two (2) weeks, drivers shall bid for runs.

Each regular driver shall pick his or her choice of runs for the school year according to his or her seniority rights; this is to be his or her permanent run and the driver's number one responsibility. If an opening or vacancy occurs, then seniority rights prevail for that particular vacancy.

There shall be a separate seniority list for bus monitors, bus drivers, and mechanics. All new employees hired after ratification date shall be placed at the bottom of their correct job list. All current employees moving from one job classification to another shall be placed at the bottom of their respective seniority list.

- (2) When it is known prior to a four (4) or five (5) trip driver's absence that said absence will be for more than fifteen (15) consecutive working days, then the route shall be driven by a contract driver. When it is expected that an absence will be for fifteen (15) working days or less, then the District may use a spare driver.

- (3) All regular drivers will be paid as follows per trip per year:

2006- 07	\$5,770
2007- 08	\$6,059
2008- 09	\$6,362
2009- 10	\$6,680

- (4) Bus Monitors will be paid as follows:

2006-07	\$10.44/hour
2007-08	\$10.96/hour
2008-09	\$11.51/hour
2009-10	\$12.09/hour

- (5) Sports drivers will select driving after school in the district (5th) trip for return of all students. In the event that more than one (1) trip is necessary, the same sports driver shall be paid at the rate of:

2007-08 \$12.92 per trip to 10:00 p.m. and \$14.54 per trip after 10:00 p.m., upon ratification.

2008-09 \$13.57 per trip to 10:00 p.m. and \$15.27 per trip after 10:00 p.m.

2009-10 \$14.25 per trip to 10:00 p.m. and \$16.03 per trip after 10:00 p.m.

(6) Summer school and handicapped trips will be paid at the regular contract rate for drivers, pro-rated for the duration of the run. Three (3) sick leave days and two (2) personal leave days may be used from the employee's accumulated sick and personal time accumulated during the regular school year. Regular, full-time contract drivers may sub, but will be paid the sub rate. Substitute monitors may be used in the absence of the regular monitor, and also will be paid sub rate.

(7) Bus drivers who accept out-of-town overnight trips shall receive the following pay rate:

2007-08	\$11.62/hour, upon ratification
2008-09	\$12.21/hour
2009-10	\$12.82/hour

for driving time plus meals and lodging, if necessary.

Regular bus drivers accepting out-of-town day trips (sports, field trips, etc.) shall receive the following rate of pay for total trip time:

2007-08	\$11.62/hour, upon ratification
2008-09	\$12.21/hour
2009-10	\$12.82/hour

(8) In the event that a driver shall be absent from his or her regular runs by reason of extra driving, the following amount per trip for a substitute's salary shall be deducted from the regular driver's salary.

2007-08	\$10.53/hour, upon ratification
2008-09	\$11.05/hour
2009-10	\$11.61/hour

(9) All cross-campus runs shall be determined between the Transportation Supervisor and the Transportation Steward before the first day of school each year. Upon completion of this determination, the Transportation Supervisor and the Transportation Steward shall mutually agree to the number of runs and the per trip equivalent.

(10) The following is a rate per trip which will be paid for additional bus driving duties not covered above:

2007-08	\$11.14/hour, upon ratification
2008-09	\$11.69/hour
2009-10	\$12.28/hour

(11) If a regularly assigned daily trip exceeds 75 miles, then it is paid as a two trip run;

if it exceeds 150 miles, then it is paid as a three trip run; and, if it exceeds 200 miles, then it is paid as a four trip run.

Section B

- (1) Overnight trips to be assigned on seniority basis at the regular rate of pay (driving time). Assignment must be taken.
- (2) No bus (twelve-passenger capacity and up) shall be driven by personnel other than a regular bus driver when eleven (11) or more students are to be transported to any one location when regular drivers are available. (Golfing trips to be exempt).

Section C - Duties

- (1) Each driver, prior to each trip, shall check the coolant, fuel, oil, brakes, lights, tires, etc., on his or her assigned bus. Each year the District will provide each driver with one (1) pair of gloves suitable for these duties.
- (2) Buses are to be swept daily and after each trip, where required.
- (3) Buses are to be washed monthly.
- (4) Doors and windows are to be closed before leaving.
- (5) It shall be the duty of the Steward to support the Supervisor in requiring all drivers to perform these duties. If the occasion arises that the State Inspector refuses to inspect a bus because of its lack of cleanliness, the Supervisor shall agree on the penalty (loss of time) to be inflicted on such a bus driver.

Section D

- (1) Each driver is required to know and follow the rules of safety.
- (2) Any bus driver who violates the rules and policies of the Employer shall be notified in writing of the violation and may be asked to appear before the Employer on said violations.
- (3) All drivers shall be furnished copies of such rules and policies.
- (4) Administration shall be able to recommend to the Board of Education and, with the Transportation Supervisor, shall make changes in routes for drivers when difficulties with parents arise and situations warrant such a change. Changes shall be made on the basis of seniority.

Section E - D.O.T. Regulations

- (1) Should any portion of Sections A, B, C or D, above, be in conflict with D.O.T. regulations, these regulations shall supersede the contract.

SCHEDULE A-1: MECHANICS

Section A - Salaries

- (1) Starting salary for mechanics will be:

2007- 08	\$31,414
2008- 09	\$32,985
2009- 10	\$34,634

- (2) After ninety (90) working days, mechanics shall receive:

2006- 07	\$37,402
2007- 08	\$39,272
2008- 09	\$41,236
2009- 10	\$43,298

- (3) Annual Stipend for Head Mechanic shall be:

2007- 08	\$3,400
2008- 09	\$3,500
2009- 10	\$3,500

Sections B

- (1) An extra mechanic will be called in to replace any vacancy of more than ten (10) days, at a rate of:

2007- 08	\$11.39/hour, upon ratification
2008- 09	\$11.96/hour
2009- 10	\$12.56/hour

- (2) Tool and safety shoe allowance - mechanics, with seniority:

\$325.00 per year, to be paid as soon after July 1 as possible, each year in a check separate from payroll, and the employee is to submit accountability receipts by January 1 of the same fiscal year.

SCHEDULE B: CUSTODIAL

- (1) Starting salary for shower room monitor will be:

2007- 08	\$10,961
2008- 09	\$11,509
2009- 10	\$12,084

- (a) Custodial worker (Pre 7-1-08 hire) shall receive:

2006- 07	\$33,260
2007- 08	\$34,923
2008- 09	\$36,669
2009- 10	\$38,502

Salary for custodial workers hired after 7-1-08, custodial workers shall be:

2008- 09	\$24,000
2009- 10	\$25,200

- (b) Shower room monitor shall receive after ninety (90) working days:

2006- 07	\$13,049
2007- 08	\$13,701
2008- 09	\$14,386
2009- 10	\$15,105

Section B

- (1) Custodial workers to remain in the school assigned except during vacations or periods of time when school is not in session. Boiler cleaning to be done by custodial workers who work steadily in that particular building.
- (2) All job assignments to be writing, clarifying the duties.
- (3) When it is known prior to the absence or temporary transfer of a Schedule F employee that said absence or temporary transfer will be for more than fifteen (15) consecutive working days, then Schedule B employees, followed by Schedule D employees, may bid for said work for the duration of the absence or temporary transfer. "Round Robin" bidding will be done in these instances. When it is expected that an absence or temporary transfer will be for fifteen (15) working days or less, then the District may employ a substitute for said absent or transferred employee.

- (4) Extra assignments: e.g., Halloween, etc. - duty to be accepted on basis of seniority; however, the work or assignment must be covered by the least senior employee or employees.
- (5) The district will provide uniforms maintained by employees, rather than a clothing allowance; the shower room monitor is exempt from uniform or allowance. The district and union will together form a committee to make recommendations for each group regarding styles, cost.
- (6) Whenever the absence(s) of custodial/cleaner employees could result in the employment of a substitute for more than forty (40) hours in a given workweek, any hours in excess of forty (40) will first be offered to unit members, provided the supervisor has been notified of such absence(s) at least one (1) hour prior to the beginning of the shift that would result in the excess hour(s).

SCHEDULE C: Cafeteria

Section A - Salaries

- (1) **:Starting salary for Cook/Food Service Helper (6 ½ hours and 4 ½ hours):**

2006-07	\$11.93/hour
2007-08	\$12.53/hour
2008-09	\$13.16/hour
2009-10	\$13.82/hour

- (2) Starting salary for lunch room monitor shall be:

2006-07	\$ 9.29/hour
2007-08	\$ 9.75/hour
2008-09	\$10.24/hour
2009-10	\$10.75/hour

- (3) All cafeteria employees shall receive after ninety (90) working days:

Cook/Food Service Helper (6 ½ hours and 4 ½ hours)-

2006-07	\$15.12/hour
2007-08	\$15.88/hour
2008-09	\$16.67/hour
2009-10	\$17.50/hour

Lunch Room Monitor-

2006-07	\$11.75/hour
2007-08	\$12.34/hour
2008-09	\$12.96/hour
2009-10	\$13.61/hour

Dishwasher-

2006-07	\$10.04/hour
2007-08	\$10.54/hour
2007-08	\$12.34/hour upon ratification
2008-09	\$12.96/hour
2009-10	\$13.61/hour

Part-time-

2006-07	\$ 9.24/hour
2007-08	\$ 9.70/hour
2008-09	\$10.19/hour
2009-10	\$10.70/hour

- (4) Annual stipend for School Lunch Manager shall be:

2006-07	\$5414
2007-08	\$5,685
2008-09	\$5,969
2009-10	\$6,267

Section B

- (1) All cafeteria personnel, except lunch room monitors, shall be granted effective July 1, 2008 \$200.00 uniform allowance to be paid by October 1st of each year. This allowance will be paid in a check separate from payroll, and the employee must submit receipts verifying the purchase of uniforms by April 1st of the same fiscal year.
- (2) All personnel connected with the school lunch program shall be under the immediate supervision of the Cook/Manager.
- (3) Food service personnel shall be required to perform necessary mopping and cleaning of floors within the kitchen area only.
- (4) Supplies brought to and from the cellar and other heavy lifting to be done with custodial help.
- (5) When it is known prior to an absence of a Schedule C employee that said

absence will be for more than fifteen (15) consecutive working days, then Schedule C employees may bid for said work for the duration of the absence or temporary transfer. When it is expected that an absence will be for fifteen (15) working days or less, then the District may employ a substitute for the absent employee.

- (6) Laundry service (aprons) shall be furnished and maintained for all cafeteria employees.
- (7) Banquet time shall be at the rate of: \$14.00/hour

Assignments shall be offered according to seniority. The least senior employee or employees shall be required to take the assignment. However, District may hire substitutes for banquets if employees are not interested in assignments.

- (8) To be entitled to health insurance, dishwashers must work twenty (20) or more hours per week on a regular basis.
- (9) Wherever a vacancy or a change in scheduled hours that will result in a change in income for a cook/food service position occurs, all cook/food service positions will be subject to the bidding procedure, on the basis of seniority.
- (10) Summer school cafeteria workers may use accrued leave time as follows: if the summer session worked is thirty (30) or more days, up to three (3) sick days and two (2) personal days; if the summer session worked is fewer than thirty (30) days, up to two (2) sick days and one (1) personal day.

SCHEDULE D: Cleaners

Section A - Salaries

2006- 07	\$ 9.50/hour
2007- 08	\$ 9.98/hour
2008- 09	\$10.48/hour
2009- 10	\$11.00/hour

Section B

- (1) Cleaners shall have-their own seniority list.
- (2) All job assignments to be writing, clarifying duties.
- (3) The district will provide uniforms maintained by employees, rather than a clothing allowance; The district and union will together form a committee to make recommendations for each group regarding styles, cost.

- (4) When the District replaces a Maintenance Worker with a Cleaner on a day-to-day or temporary basis for modified maintenance duties, the rate of pay shall be as follows:

2006-2007: \$10.09/hour

2007-2008: \$10.60/hour

2008-2009: \$11.13/hour

2009-2010: \$11.68/hour

- (5) Cleaners may begin their shift at 11:00 a.m. on those days that the school is closed due to snow/emergency. Any cleaners switching to an 11:00 a.m. starting time must notify their supervisor of the change

SCHEDULE E: Teacher Aides

Section A - Salaries

2006-07	\$10.07/hour
2007-08	\$10.57/hour
2008-09	\$11.10/hour
2009-10	\$11.66/hour

Section B - Health Insurance

- (1) Teacher aides shall have their own seniority list.
- (2) Teacher Aide vacancies which occur after the start of the school year will be filled for the remainder of the school year at the discretion of the District. Should it be in the best interest of the District to fill a mid-year vacancy with a current staff member, whether on a voluntary or an involuntary basis, that staff member will retain all rights to the original position held. Prior to the beginning of a given school year, any such mid-year openings will be subject to the bidding procedure, on the basis of seniority, as will any vacancies created by current staff electing to fill such openings. The bidding will proceed on a seniority basis, but not through a round robin; each teacher aide will meet with the Superintendent or an administrator designated by the Superintendent and a union representative to discuss the available openings and place his/her bid.

(3) Teacher Aides will have a paid lunch period of thirty (30) minutes when such aide works a minimum of five consecutive hours during the day.

SCHEDULE F: Building Maintenance Workers

Section A- Salaries

(1) Starting salary for a Building Maintenance Worker shall be:

2007-08	\$14.26/hour
2008-09	\$14.97/hour
2009-10	\$15.72/hour

(2) After working 90 days Building Maintenance Workers shall receive:

2006-07	\$16.90/hour
2007-08	\$17.75/hour
2008-09	\$18.64/hour
2009-10	\$19.57/hour

(3) Annual stipend for Head Maintenance Worker shall be:

2008-2009: \$3,500

2009-2010: \$3,500

(4) The district will provide safety shoes and uniforms maintained by employees, rather than a clothing allowance. The district and union will together form a committee to make recommendations for each group regarding styles, cost.

Section B-

(1) Building Maintenance Worker is a skilled position and qualifications for this position for bidding and placement purposes will supersede seniority provisions, although the Employer will consider both the qualifications and the seniority of the bidder. Even on a temporary basis, qualifications will be the determining factor in transferring employees during absences of more than fifteen (15) days and, in general for transferring employees on a day to day basis.

(2) Lay offs shall be in reverse order of job classification seniority for Building Maintenance Workers.

The vacation request form will be revised and added as an appendix to the contract, and applicability will be extended to maintenance workers. The following will be noted in the new form: a June deadline will be set for submission of vacation requests and these requests will be approved by seniority; requests submitted after this deadline will be approved at the discretion of the employer and will not result in the retraction of a previous approval (no bumping by seniority); all single day requests shall be submitted at least 48 hours prior to the requested vacation day; the district reserves the right to have at least one maintenance worker on duty at all times; no more than two cleaners in the same building can be on vacation at one time.

Page end

TO: All 12-Month Employees
FROM: Fred McLaughlin, Transportation Supervisor
DATE: June 7, 2008
RE: VACATION SCHEDULE

Please consider your vacation plans for 2008-2009 school year, complete and return the request for vacation below to your supervisor by June 27, 2008.

Vacation requests will be approved by seniority; requests submitted after this deadline will be approved at the discretion of the employer and will not result in the retraction of a previous approval (no bumping by seniority).

All single day requests shall be submitted at least 48 hours prior to the requested vacation day.

The district reserves the right to have at least one maintenance worker on duty at all times, no more than two custodial works/cleaners in the same building can be on vacation at one time.

Request for vacation time:

Name: _____

1st week _____

2nd week _____

(if applicable)

3rd week _____

(if applicable)

4th week _____

PLEASE USE THIS FORM ONLY

Supervisor Date